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THE ACRE TERRITORY.

DOCUMENTS CONCERNING THE CONTROVERSY

BETWEEN

BRAZIL AND BOLIVIA OVER A CONTRACT
MADE WITH AMERICAN CITIZENS.



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THE ACRE TERRITORY.

Documents concerning the Controversy between
Brazil and Bolivia over a Contract made
with American citizens.

In February, 1902, the Congress of the Republic of Bolivia authorized the execution of a contract that had theretofore been prepared between the Bolivian Minister in London, Senor Aramayo, and the representative of an American-English syndicate, providing for the formation under an American company which should take over the fiscal administration of the so-called Acre territory, comprising an area of some 90,000 square miles. This contract was duly executed in accordance with the authority of the Bolivian Congress, and shortly thereafter the Republic of Brazil manifested the greatest opposition to the purposes of the syndicate. The Brazilian Ministers in London, Berlin and Washington were apparently instructed to claim that the Acre was Brazilian territory, the Brazilian Government instructed its Minister at La Paz to demand of the Bolivian government the cancellation of the contract between the syndicate and the Republic of Bolivia, with a direct threat that if that step were not taken Brazil would close the tributaries of the Amazon which give access to the Acre territory; that it would foment disturbances in that territory, and would charge Brazilian duties on goods exported from it, although the rivers had theretofore been free like all the other rivers in South America. On the other hand, Brazil offered, in the event that the contract should be cancelled to give Bolivia every

assistance in developing the Acre territory, to make and ratify a treaty of commerce and free navigation with Bolivia, and there was some suggestion that Brazil would pay for Bolivia any compensation which might be demanded of her for cancellation of the contract. Bolivia has refused to cancel the contract, a revolution has taken place in the Acre territory, and the Brazilian states of Amazonas and Matto Grosso have severally imposed cumulative duties of $22\frac{1}{2}$ and 20 per cent. on crude rubber, which is the main product of the Acre territory, in addition to the regular Bolivian duty of 15 per cent.

In order to give an idea of the controversy between Bolivia and Brazil over the contract the following notes between Mr. Magalhaes, Minister of Foreign Affairs of Brazil, and Mr. Claudio Pinilla, Minister of Bolivia to Brazil, are published. Although there are several others referring to the same question, these are selected because in them the reader will find a recapitulation of the whole controversy. In addition to these, there is also published the memorandum of Mr. Charles Setchell, a reputable English surveyor, who was concerned in the survey of the line between Bolivia and Brazil, which shows that so far as there is a boundary controversy, it has no reasonable basis, as the difference between the various surveys only operates to shift the line 1,400 yards at any essential point. The contract, a copy of which is also published herewith, with Bolivia provided that \$500,000 of the capital stock of the company should be reserved for subscription by Brazilian citizens, and it is this feature of the contract which is alluded to in the first letters annexed hereto.

LETTER OF THE BRAZILIAN MINISTER OF FOREIGN AFFAIRS.

RIO JANEIRO, SEPTEMBER 16th, 1902.

No. 5.—

MR. MINISTER:—

On the 14th of April I had the honor of addressing to Mr. Claudio Pinilla, Envoy Extraordinary and Minister Plenipotentiary of Bolivia a note informing him that the Federal Government did not accept the offer he made for it to take part in the Contract for leasing the Acre. In Mr. Pinilla's answer, dated May 14th, he makes certain remarks which oblige me to return to this matter, though it is one that admits of no discussion.

“ Mr. Magalhaes has not deigned, says Mr. Pinilla, to state clearly what harm could come to Brazilian shareholders through their taking part in a trustworthy Company, upright in its proceedings and probably sure of making profits.”

It is not my desire to contest the integrity of the Company, which evidently went into the business in good faith, but I contest the legal basis of the concession made it. No one has a right to dispose of anything litigious and undefined. The territory of Acre is litigious and undefined, as I have already had occasion of stating, and the Bolivian Government disposed of it. There is therefore, a capital error in the Contract, and for this reason upright proceedings and the profits probably made sure of, cannot be expected of it. The Federal Government, which sustains the existence of that error, could not advise any Brazilians to contribute with their means to the aims of the Contract. The Government would like to be able to give such advice, for it desires to live in peace and harmony with Bolivia, and be agreeable to her, but a negative was inevitable, and the Bolivian Government, when making the offer, did not consider that if the Brazilian Government should accept, it would incur the blame of

being contradictory and trivial, for it would be implicitly sanctioning the proceedings against which it has protested.

“Leasing for a limited time, observes Mr. Pinilla, does “not interfere with the exercise of national authority, “nor with the full sway of Bolivian laws.”

That the Contract is made for a limited time I do not deny, but it provides for the possibility of its being prolonged, which may be done indefinitely. The Memorandum annexed to it says (letter Y): “At the expiration “of the term of the above mentioned concession and *provided it is not renewed*, etc., etc.”

The limited time is not a sufficient guaranty for the rightful interests compromised by the Bolivian Government's liberality, for abuses may be committed in a short period as well as in a long one; but if limitation is a guaranty it ceases to be so since there is foreseen a possibility of its being prorogued. This possibility, which carries in it the germs of perpetuity is the greatest danger of the concession, on account of the changes that may successively be worked until the entire substitution of the State, and this the Bolivian laws will be powerless to prevent, as they have not, as Mr. Pinilla thinks, full sway, as will be seen from this clause of Art. 5th of the Contract: “and it (the Government) declares that all the “mining laws in force in the Republic of Bolivia, shall be “suspended during the term of the Contract within the “territory embraced by it.”

Therefore “the fear of the germ of international difficulties growing out of the conditions and obligations of “the Company” is not unjustifiable. Besides what I have just noted the Bolivian Government, by giving the Company the faculty to organize police and military forces and arm launches for war, creates elements of serious danger, prepares a situation against which she herself will feel powerless to act, and what is more, without any influence to prevent her agents from committing abuses hurtful to the interests of the neighboring countries.

Who will answer for the consequences of such abuses?

In the very note I am answering, the Minister owns to his country's helplessness, when he says: "If, as I hope, Bolivia and Brazil, in the interest of peace in both countries, and in benefit of the commerce and industries of their inhabitants, adopt the necessary measures to prevent public order in one country being disturbed by the other, and irresponsible adventurers committing depredations on international commerce in their territorial waters, it may be affirmed that neither naval nor land forces will ever be necessary to guarantee the lives and properties of the inhabitants." If however, such depredations should unfortunately be committed, Bolivia, in fulfilment of the sacred duty of all countries bound by the principles of Justice, would be obliged to defend and safeguard the interests gathered under her flag. She has tried to prepare herself for this emergency by placing on the Company the obligation of providing her with sufficient means to do her duty according to international law."

Military forces, as a factor of national sovereignty, should be organized, maintained and employed only by the Executive Power. The Government cannot go shares with individuals in providing for these three requisites of the official existence and use of a force, for in that case the force no longer has the character of a National Institution. The Bolivian Government makes this division in the organization of her force, reserving to herself the right to employ it; but this right must necessarily be influenced by the part taken by the Company, by the defects of its organization, and by the pressure of individual and perhaps antagonistic interests. Under such circumstances, how shall the Bolivian Government fulfil the international duty she herself recognizes?

The forces organized and maintained by the Company, will be, as Mr. Pinilla observes, under the supervision and orders of the National Delegate, the only supreme authority in the territory; but this fact and that of there being a National Delegate so far removed from the seat of Government and without coercive power to keep the Com-

pany within the limit of its rights, do not remove the fundamental evil.

Mr. Pinilla observes that the organization of forces is not a right conferred on the Company, but an obligation on its part to procure and maintain them; but this explanation is not satisfactory.

According to the text of the Memorandum, the police force, which may not be Bolivian, is under the vigilance of the Delegate, but the right to use it belongs to the Company, which is responsible for the safety of the inhabitants and the observance of the laws of the Republic.

According to this same Memorandum, the Company, whenever the Government shall deem it necessary, must equip and maintain, in addition to the police force, a military force and armed launches for the defence of the rivers, maintenance of internal order and other purposes. The Memorandum does not say that the Government will send the force to the territory and the Company pay the expenses, but that the company shall equip and maintain it, and this arrangement is just the same as in the case of the police force, to which this one is an addition.

To equip means to clothe, to provide with arms and ammunitions, to maintain means to keep provided with those things, to give quarters, food, etc., and as the Memorandum says nothing to the contrary, it is to be presumed that the Company will also provide the men. It is known that the Bolivian Government has experienced great difficulty in organizing a force destined to the Acre territory.

Therefore, although Mr. Pinilla has repeatedly asserted that the military garrison will always be Bolivian, it appears that it will be so in name only, being for the rest entirely the creation of the Company.

Under such circumstances it is not difficult to foresee that the day the Company chose it would change this obligation into a right, and would resort to forcible measures in detriment of the sovereignty of the Bolivian Government and the just interests of the neighboring countries.

The Brazilian Government will not be indifferent to the consequences of the Company's predominance and Bolivia's inability to fulfil the duty, which she recognizes as incumbent upon her, of protecting the Brazilian residents in her territory, and answering for all abuses committed in it.

This Contract, which may be and is almost sure to be, the beginning of so many difficulties, is divided in two parts. In the first part it confers upon the Company the Fiscal Administration of the Territory for thirty years or more; in the second it establishes the Company for an unlimited time, tho' granting it certain privileges only for a period of sixty years. In both parts, specially in the first, the success of the contract depends upon the transportation of local products thro' waters which do not belong to Bolivia. The Bolivian Government negotiated and conferred privileges with something that is not its own.

The Brazilian Government, when in 1866 she opened the river Amazon to the mercantile flags of friendly nations, excluded from that privilege the river Purús, of which the Acre or Aquiri is an affluent. The region bordering on this river is accessible only to Brazilian ships and the commerce of that region has been maintained through condescendence of the Federal Government. I say through its condescendence, for in no manner is it bound to consent to that commerce, or afford it facilities, but is free to take any measure that it considers proper for the defence of its lawful interests and the security of its revenues.

The Treaty of Friendship, Commerce and Navigation of the 31st of July, 1896, contained in Article 21 the following stipulation:

“The transit of merchandise through the rivers and ports of the Contracting Parties shall be exempt of all national, state or municipal duties, without regard to nationality or origin.”

That Art. 21 substituted Articles 7 and 8 of the Treaty of 1867, which regulated the transit of merchandise, but had been eliminated on Sept. 6th, 1884, together with all others, except those referring to the boundaries. From that time to the present there has been no agreement in force.

By signing those treaties the Bolivian Government recognized that this matter depended on an agreement.

Everything led to the belief that the National Congress would approve the Treaty of 1896. For that reason the Federal Government, as an act of friendship toward Bolivia, and also at her request, consented in her reply of Oct. 23rd, 1898, to recognize provisionally, and in anticipation of the vote of Congress, the Custom House of Puerto Alonso, thus placing the commerce of that region in premature possession of advantages, which, though at that time provisional, would become permanent and definite as soon as the said treaty should be approved and come into force.

Therefore, by signing the lease for the Fiscal Administration of the Acre, which depended on the advantages conceded in the above mentioned treaty and only provisionally brought into force, the Bolivian Government dealt with a precarious right, and she will have to answer for the moral or material evils that may come of her action; and what is more, she dealt with a territorial right equally precarious such as is the transaction of a litigious property.

In the protocol of February 23rd, 1895, Dr. Carlos de Carvalho, when marking the boundary line, declared that he would safeguard the rights of Perú in the region in which this work was to be carried out. The Bolivian Plenipotentiary, by signing that document, tacitly acknowledged the territory to be in litigation with the Republic of Perú.

In the message he addressed to Congress on the 10th of August, his Excellency, the President of Bolivia says:

“ In the section referring to Colonization, I shall inform
 “ you of everything concerning the Contract for the fiscal
 “ administration of the Territory of Colonies. All I can
 “ tell you at present is that this action of sovereignty has
 “ aroused opposition from Brazil, the Government of
 “ which country has suggested the advisability of rescind-
 “ ing this Contract. On my part, having promised to
 “ submit this suggestion to the Hon. Congress, I
 “ requested decisive and substantial reasons on which to
 “ base the rescission, and the preliminaries of an agree-
 “ ment for the transit of Bolivian commerce through the
 “ affluents of the Amazon.”

The Brazilian Minister at La Paz, under date of July 9th of this year, gave me the following information:

“ Yesterday Mr. Villazon informed me that the Presi-
 “ dent would receive me, and at the interview His Excel-
 “ lency told me that as he had not received any answer
 “ from the persons to whom he telegraphed in Europe
 “ and the United States, and Congress would soon be
 “ opening, he would submit *the request for rescission to*
 “ *the deliberation of the Legislative Body.* I pointed out
 “ to him, as the Congress would open only on the 6th of
 “ August, and during the first months would have to
 “ carry on the usual proceedings, it would be the end of
 “ the year before it would take up the Acre question.
 “ General Pando then said *that he would prevent that*
 “ *drawback by having this matter given precedence over*
 “ *other matters to be considered.*”

I cannot doubt these assertions, for in his note of July 2nd Mr. Pinilla said that the Minister for Foreign Affairs of Bolivia had instructed him to tell me that: “ He had
 “ not yet been able to take a resolution, as he has no
 “ answer from the Syndicate, but that he is willing to
 “ procure the desired rescission with the consent of Con-
 “ gress, which will open next August.”

Since the Bolivian Government agrees on this point and the Congress is at present in session, I hope it will fulfil its promise with honor and to the advantage of the high interests involved.

I have the honor of renewing the assurances of my high consideration.

(Signed) OLYNTIO DE MAGALHAES,
Minister for Foreign Affairs of Brazil.

To his Excellency

The Hon. CLAUDIO PINILLA.

E. E. and Minister Plenipotentiary of Bolivia.

Petropolis. (Brazil.)

REPLY OF THE BOLIVIAN MINISTER.

PETROPOLIS, OCTOBER 17, 1902.

MR. MINISTER:—

On the 4th inst. I received an official note from Your Ex. dated the 16th of last month, the object of which was to refute my note of May 14th relating to the contract made by my Government with the Bolivian Syndicate for the Fiscal Administration of the Acre territory, which you hope to have annulled in view of certain circumstances set forth therein.

As this matter has assumed a very important aspect on account of the opposition made by Your Ex.'s Government, I deem it my duty also to turn to it again, and beg Your Ex. to kindly give me your attention that I may set forth the incidents of the negotiation which I have had the honor of carrying on with you.

I shall try to be as brief and concise as possible.

Your Ex. says in the note to which I refer:

“ It is not my desire to contest the integrity of the Company, which evidently went into the business in good faith, but I contest the legal basis of the concession made it. No one has a right to dispose of anything litigious and undefined. The territory of Acre is litigious and undefined, as I have already had occasion of stating, and the Bolivian Government disposed of it. There is, therefore, a capital error in the contract, and for this reason upright proceedings and the profits probably made sure of, cannot be expected of it.

“ The Federal Government, which sustains the existence of that error, could not advise any Brazilians to contribute with their means to the aims of the Contract. The Government would like to be able to give

“such advice, for it desires to live in peace and harmony with Bolivia, and be agreeable to her, but a negative was inevitable, and the Bolivian Government, when making the offer, did not consider that, if the Brazilian Government should accept, it would incur the blame of being contradictory and trivial, for it would be implicitly sanctioning the proceedings against which it had protested.”

If I should try, Mr. Minister, to make a play of words, taking up single ideas, or arguing on the mere meaning of words, I could fill many pages of this note copying Your Ex.'s repeated assertions as to Bolivia's *indisputable and undisputed* right to the territory of Acre. I could recall the vigorous expressions of your note of the 14th of March, 1900, to my honorable predecessor, which said:

“It is a mistake to take that view of the Acre territory. The only litigious part is that comprised between the Teffé and the Cunha Gomez lines. *The part extending to the South of the latter line is Bolivian, and Brazil does not question it*, as is proved by documents made public and well known.” I could add this other paragraph from your note of the 13th of March, 1901:

“The Bolivian Government thinks that the territory situated to the South of the Cunha Gomez line *belongs to Bolivia, and the Brazilian Government, being of the same opinion*, has stated so more than once. *Consequently there is no litigation. There would be if the two Governments did not agree, for they have the right to make an official decision in the case.*”

I could continue to draw out proofs of all kinds to show that the official opinion of the Ministry in your charge never held the territory of Acre to be in litigation between Bolivia and Brazil, but, impressed with the seriousness of the controversy, I consider it a duty for me to confine my attention to the object and to the spirit of the document I am answering. In that sense, I should think that Your Ex. now considers the territory of Acre as *litigious and undefined*, not between Bolivia and Brazil, but between Bolivia and Perú, if I am to judge from this

clause which I find in another part of your note: "In the
 "protocol of February 23, 1895, Dr. Carlos de Carvalho,
 "when making the boundary line, declared that he
 "would safeguard the rights of Perú in the region in
 "which this work was to be carried out. The Bolivian
 "Plenipotentiary, by signing that document, tacitly ac-
 "knowledged the territory to be in litigation with the
 "Republic of Perú."

Your Ex. must allow me to observe in respect to this,
 1st:—that the legal basis of the concessions made to the
 Company by Bolivia is the same that was used to draw
 up the boundary treaty of 1867 between Bolivia and Bra-
 zil; if, therefore, on that occasion, my country was rec-
 ognized as competent and rightfully entitled to define the
 ownership of the territory that lies to the South of the
 famous line of the treaty of San Ildefonso in the year
 1777, I think it cannot be denied the right to administer
 as it sees fit the territory which, according to that treaty,
 remained Bolivian. Brazil, according to one of Your
 Ex.'s Hon. predecessor, was benefitted by the acquisition
 of over 100,000 square kilometers of first class lands, and
 she undoubtedly entered into the pact in a conscientious
 manner, as she is known for her integrity and good faith,
 and I can state with pleasure that with this international
 agreement she has never diverted in her upright proceed-
 ings, nor has she suffered any damage through it.
 2nd:—Perú is a free and independent nation, and any dis-
 pute that may exist between the Governments of La Pas
 and Lima is *res inter alios acta*, so far as the Govern-
 ment of Rio Janeiro is concerned. If Your Ex. considers
 that in view of the claims of the Peruvian Government,
 your Government could not advise Brazilian capitalists
 to contribute with their capital to the aims of the con-
 tract, without incurring the blame of being contradictory
 and trivial, I take the liberty to think that much less
 could it take important international actions, such as
 marking the boundary line, ascertaining the true source
 of the Javary, and others against which Perú protested.
 The change of the landmark on the Javary from the lati-

tude in which it was placed by the Perú-Brazilian Commission of the year 1874 to latitude 76° 6' 55", at which it was fixed by the Cruls-Ballivian Commission, has given, according to the latest Message of His Ex. the President, Sr. de Campos Salles, 242 leagues to Brazil. This acquisition would involve a capital error if it were true that Bolivia, who is in actual and lawful possession of her Amazonian territories, could not dispose of them, and exercise all sovereign and administrative rights. 3rd:—The signature affixed by the Bolivian Plenipotentiary to the Protocol of February 23rd, 1896, in no way compromises the solidity of our rights, since the object of the Protocol was not the security proposed by the Brazilian Minister, Dr. Carvalho, but the marking of boundary line. If the Bolivian Minister had agreed to the assertions of the Brazilian Government, these would have been made in the name of both; therefore if that promise appears purely and solely on the part of Your Ex.'s Hon. Predecessor, it is for the very reason that the Representative of my Country did not agree to it. But even supposing, tho' not admitting, that his silence amounted to a tacit recognition of the territory being in litigation with the Republic of Perú, this recognition would be favorable to Perú.

Bolivia recalls Brazil's *express*, not tacit, recognition of her lawful rights when the latter signed with her a definite boundary treaty, approved the general map of the frontier, placed the land-marks of the boundary on the line drawn by the Bolivian-Brazilian Commission, and lately had published and circulated numerous well-known documents.

In regard to the exercise of Peruvian rights, Your Ex. wrote in your Report of the year 1900:

“ If Perú were in possession of the territory in which
 “ the pretended Independent State of Acre was estab-
 “ lished, I could understand her Government taking an
 “ interest in ascertaining the fate of the force moving on
 “ the frontier; but she does not occupy that territory,
 “ *and confines herself to saying it is hers.*”

And Your Ex. is quite right, for even to-day, that

revolutionary troubles are breaking out again in Acre, and an outside authority is unjustly incorporating it to the territory under its jurisdiction, Perú does nothing to denounce these outrages, even theoretically, and confines herself to saying *the territory is hers*.

Your Ex. then goes on to make an analysis of the contract, of the dangers and drawbacks it contains and to show that the attributes and obligations of the Company may become the source of international difficulties.

“ *This possibility*—that is, that of the renewal of the Contract, writes Your Ex.—*which carries in it the germs of perpetuity, is the greatest danger of the concession on account of the changes that may successively be worked until the entire substitution of the State and this the Bolivian laws will be powerless to prevent, etc.*

“ Besides what I have just noted, the Bolivian Government by giving the Company *the faculty* to organize police and military forces and arm launches for war, creates elements of serious danger, prepares a situation against which she herself will feel powerless to act, and what is more, without any influence to prevent her agents from committing abuses hurtful to the interests of neighboring countries. * * *

“ The forces organized and maintained by the Company will be, as Mr. Pinilla observes, under the supervision and orders of the National Delegate, the only supreme authority in the territory; but this fact, and that of there being a National Delegate so far removed from the seat of Government, and without coercive power to keep the Company within the limits of its rights, do not remove the fundamental evil.

“ Your Ex. observes that the organization of forces is not a right conferred on the Company, but an obligation on its part to provide and maintain them; but this explanation is not satisfactory. * * *

“ Therefore, although Your Ex. has repeatedly asserted that the military garrison will always be Bolivian, it appears that it will be so in name only, being for the rest entirely the creation of the Company.

“ Under such circumstances it is not difficult to foresee
 “ that the day the Company chose, it would change this
 “ obligation into a right, and would resort to forcible
 “ measures in detriment of the sovereignty of the Bolivian
 “ Government and the just interest of the neighboring
 “ countries.”

Your Ex.'s interesting remarks on the administrative measures established by the Contract refer to a class of sovereign actions which independent States take unrestricted by international interference. Your Ex. must allow me, therefore, to decline discussing this matter, with due considerations for your opinions.

But I should observe that every one of the paragraphs I have copied breathes a spirit of suspicion and mistrust. The danger of the Company taking permanent possession and the *possibility* of its completely substituting the State; the danger of the forces organized by and maintained by the Company committing abuses hurtful to the interests of the neighboring countries; the danger of not *being able* to restrain the Company within the bounds of its rights, and lastly that of its using the forces in detriment of the sovereignty of the Bolivian Government and the just interests of the neighboring countries, are *mere conjectures*, remote possibilities, suppositions that may or may not be.

Having, like Your Ex., a firm conviction *of the integrity of the Company, and that it took up this business in good faith*, I take the liberty radically to disagree with Your Ex.'s forecasts. It is true that I am not such an authority as Your Ex., but considering, as I said on a former occasion, that every phase of human existence is susceptible to danger, even its pleasure and its needs, but that we do not cease to live for that fact, I think the Company, which Your Ex. owns to be upright and trustworthy, will not give us the disagreeable surprise of destroying our sovereignty nor injuring the lawful interests of the neighboring Countries.

As I said in my note of March 14th:

“Every phase of human existence is susceptible to danger. Commerce, which causes foreign interests to take root in our countries; colonization, which forms the centre of a foreign element; credit, which binds us to powerful financiers and capitalists; and yet despite this fact, no one would consider it reasonable to refuse commerce, immigration, and credit, because they contain the germs of difficulties which may assume an international character.”

Shortly after this a distinguished Brazilian deputy, a devoted adherent of the Government, said at the session of the Hon. Chamber of Deputies on the 4th of September:

“The quotation of our bonds in the exterior, the *rise* in the exchange in the country, and the hope of the re-establishment of the regular payments due to the suspension of the measures of the *founding loan*, the clauses of which have been faithfully fulfilled, prove the efficiency of the reparation and the necessity of perseverance in the course adopted, for though its results will be slow, they will be inevitable and sure.”

“If this is so, I am sure that when ill feelings have been subdued, the blind desire of revenge overcome, and false accusations cease, time, which changes everything, will do justice to the Government which saved the country’s honor, prevented a foreign flag from flying over Brazilian Custom Houses, as is the case in Egypt and Turkey.”

Now Your Ex. sees that, Brazil’s sovereignty was endangered as the result of her financial operations on credit.

The possibility of the danger must have been plainly visible; the patriotic effort of Your Ex’s Government saved Brazil’s honor, to use the expression of the distinguished Deputy Col. Serzedello Correa, but not on this account did Brazil cease to carry on financial operations

on credit, which, according to the rules of finance, are the stimulus of progress.

My Government has seen powerful Companies engaged in the colonization and development of the Continent, established themselves in all parts of America, but it never had an idea of thinking those masses of immigrants, who keep their own language, who do not mix with the native population, and who form very large centres, could any day come to substitute the State. So if it never had such an idea in the face of these events, why should it harbor feelings of mistrust and suspicion of a Company which it considers upright and trustworthy, which has a capital of barely £500,000:—is composed of shareholders of different nationalities, and will have its seat in a deserted and inhospitable territory?

Besides, although your Ex. may not trust my assertions, my Government feels sufficiently strong to fulfill her promises with honor, and force the Company to keep within the bounds of its rights.

Bolivia would not allow such things to go on in her territory as are at present going on in that of Brazil, where covetous adventurers are arming and organizing themselves to make a war of conquest and destruction on the neighboring country, without the responsible authorities taking any steps to prevent these attacks, nor the slightest measure to safe-guard commercial interests in their territorial waters.

For the rest, in view of the apprehension caused by this affair or the organization of forces, and of the fact that those measures are merely a foresight and do not affect the commercial side of the Company, the Bolivian Government is willing to modify that part of the contract, taking upon itself the exclusive right to organize and employ the forces; I hope after this declaration the mistrust and fears inspired by the Company will be done away with and the objections to it cease.

Your Ex. then goes on to treat the important question of free transit, and to this I must devote a special note, in

which I shall make a study of Your Ex.'s arguments and opinions. For this reason, and to avoid repeating this discussion, I beg Your Ex. to allow me to defer the matter to the said note. I will then prove that Bolivia did not negotiate anything not belonging to her, and that she has caused no harm to any one.

Lastly Your Ex. copies this paragraph, from the Message that His Ex., the President, General Pando, read at the opening of the Bolivian Congress:

“ In the section referring to Colonization, I shall inform you of everything concerning the contract for the fiscal administration of the territory of Colonies. All I can tell you at present is that this action of sovereignty has aroused opposition from Brazil, The Government of which country has suggested the advisability of rescinding this Contract. On my part, having promised to submit this suggestion to the Hon. Congress, I requested decisive and substantial reasons on which to base the rescission, and the preliminaries of an agreement for the transit of Bolivian commerce through the Affluents of the Amazon.”

Your Ex. next copies a part of a note dated July 9th, and addressed to you by the Brazilian Representative at La Paz, in which you yourself have underlined the following reply of the President of Bolivia: “ His Ex. told me that as he had not received any answer from the persons to whom he telegraphed in Europe and the United States, and as the Bolivian Congress would shortly assemble, he would submit the request for rescission to *legislative deliberation.*” And Your Ex. adds besides another piece from my *private* note of July 2nd in which it is stated in the name of the Minister for Foreign Affairs of Bolivia that “ *He had not yet been able to take any steps having received no answer from the Syndicate, but that he was ready to procure the rescission with the participation of Congress which should assemble next August.*”

“Since the Bolivian Government, proceeds Your Ex.,
 “is agreed on this and Congress is now in session, I hope
 “it will fulfil this promise with honor, and in a manner
 “favorable to high interests involved.”

Your Ex. must allow me to explain the foregoing remarks.

As soon as Your Ex. knew of the publication of the Aramayo-Whitridge Contract, which I myself placed in Your Ex.'s hands, you ordered your diplomatic Agent at La Paz to endeavor to have it annulled, and you addressed to me your note of April 14th.

With this aim Mr. Lisboa had several conferences both with His Ex. the President of the Republic, and with the Minister for Foreign Affairs, and offered in Your Ex.'s name advantages and facilities for the administration of our Amazonian territories, in return for the annulment of the Contract. Among other advantages he offered the approbation of the treaty of Commerce under consideration, to finish marking the boundary line, and promised that the Brazilian Government would pay indemnity due for the rescission of the Contract,

From the first, these high functionaries replied that the contract was *binding* on both sides, approved by law, and that the Bolivian Government alone could not annul it, without incurring grave responsibilities, and the reproach of disregarding its obligations and its promises. They further state that in deference to Brazil, and in their desire to live in peace and harmony with that country they would endeavour to procure rescission, coming to an understanding first with the Syndicate, whose consent was a condition *sine qua non*, and afterwards asking the annulment of the Contract from the Legislative Power, subject to the approbation of which it was concluded. As a basis for these proceedings, the Brazilian Government was requested to present a written document, in which it should set forth its opposition to the Contract, and ratify its promises.

That document was not presented and instead His Ex., Mr. Campos Salles, addressed a Message to Congress re-

questing the withdrawal of the Treaty of Commerce then under the consideration of the Brazilian Congress.

As it was stated in the Rio press that Your Ex. had placed yourself in *direct communication* with the Bolivian Government to ask for rescission, I attended the weekly reception on Wednesday, May 8th, and after an extensive interchange of ideas, Your Ex. confirmed the statements of your Representative at La Paz, and authorized me to submit in your name the same propositions, with an additional one to form an efficient police force on the frontier to prevent the depredations committed in the last revolution, and in the one that is unfortunately breaking out at present.

As the rumor persisted that my Government had agreed to the proposal to annul the Contract, and had communicated orders to that effect to Washington, I personally handed to Your Ex., at our interview of Wednesday the 15th, my note of the previous day, in which I explained and justified the Contract, ending in the following terms:

“ Having confidence for my part, in the integrity of the
 “ Federal Government and its highly friendly feelings for
 “ Bolivia, I wish to tell you that I have forwarded all the
 “ remarks contained in the note I am answering to my
 “ Government, which I am sure will give them its atten-
 “ tion, with the deference due to a friendly Government.

“ I also hold the conviction that my Government, which
 “ took particular care not to infringe on the rights and
 “ interests of Brazil, would be ready to take any meas-
 “ ures that the sagacity of the latter should suggest as
 “ necessary in her endeavour to better safeguard those im-
 “ portant interests, so that when the aims of the Contract
 “ have been fully explained and its deficiencies filled, it
 “ may not stand in the way of the friendship of these
 “ countries.”

As the opposition of the Rio press and the Brazilian Congress continued, I was summoned by a telegram from Your Ex. dated June 12th, to an interview which took place the following day. At this interview Your Ex. be-

gan by showing me a telegram from Mr. Lisboa, Brazilian Minister at La Paz, which said more or less:

“President says Aramayo telegraphed *rescission contract impossible* Company will be of cosmopolitan character, German capitalists having large share in it.”

After making some other observations, reading me a note from Mr. Assis-Brasil, another from the Legation at London, and a telegram from that at Berlin, all of them referring to the Acre affair, and informing me that you intended to make the conference of a perfectly open nature, Your Ex. expressed your surprise “at the inconsistency between the promises, transmitted to you by Mr. Lisboa, which affirmed that the Government would rescind the Contract, and the activity shown by the Bolivian agents in Europe to form the Company, with which object they went from place to place, like modern Azaveus, as Your Ex. said, seeking influence and capital,” and requested me to transmit to my Government the statements Your Ex. had just made to me, for it to take a final resolution in the matter. Your Ex. told me also that the international or cosmopolitan character of the enterprise, which in my opinion obviated the fear of any danger, by rendering the Company, so as to say, neutral, did not satisfy Your Ex.’s Government, for this merely increased foreign interest, and the danger arising from them. You finally declared that the Federal Government made no suggestions, but simply gave an advice, having already adopted measures for the defence of its interests. To end this conference, which kept us nearly two hours, during which we both fully set forth our views of the matter, I informed Your Ex. that my Government had confined itself to saying that it awaited my written communications, as it could come to no decisions, in such delicate matters, on the scarce information contained in telegrams.

Our next interview, which took place on the 20th, is

related in my note No. 183 of the 22nd of the same month, addressed to my Government in the following terms:

“ The last mail brought me your esteemed note No. . . . ,
 “ dated the 21st of last May, which gives me a detailed
 “ account of the course taken by that Ministry in the
 “ Acre question, in view of the statements of the Brazilian
 “ Representative, Mr. Lisboa.

“ As this note reveals an entirely different attitude from
 “ that opposed by Mr. Magalhaes, and exactly what I had
 “ expected it to be, I considered it advisable and necessary
 “ to rectify in a clear way the opinion of the Minister for
 “ Foreign Affairs of this Republic, and confirm the state-
 “ ments, which at the former interview, I made as mere
 “ conjectures. Consequently the day before yesterday I
 “ attended the Minister’s reception, and briefly reminded
 “ him that at our last conference he had given me to
 “ understand, though in vague way, and asserting not to
 “ believe it himself, that there was an inconsistency be-
 “ tween the assurances of His Ex. the President of
 “ Bolivia, that the Representatives of the Republic had
 “ been given instructions to rescind the Contract for the
 “ Administration of the Acre, and the conduct of
 “ these representatives, who were visiting, one by one,
 “ every European capital, endeavouring to place the enter-
 “ prise and obtain influence to overcome the opposition of
 “ Brazil.

“ I recalled having on that occasion denied this state-
 “ ment, which I could to-day prove to be inaccurate,
 “ showing that neither His Excellency, the President of
 “ the Republic, nor the Bolivian Government had ad-
 “ vanced these assurances, but had confined themselves
 “ to coming to an understanding with the Syndicate to
 “ see if it were possible to arrange for the rescission of the
 “ contract, which besides had the sanction of the legisla-
 “ tive body. With this object, I read the paragraphs rel-
 “ ative to this matter from a letter of His Excellency,
 “ the President of the Republic, dated April 30th, where
 “ he gave an account of his first interview with Mr. Lis-
 “ boa, in reference to Acre, and those from Your Ex.’s

“ note, dated May 21st, in which you clearly set forth the
 “ answer of the Bolivian Government, declaring the course
 “ taken to be the only proper and honest one.

“ Mr. Magalhaes went deep into the controversy, affirm-
 “ ing that the arguments of the Bolivian Government
 “ were not plausible: for, said he, since the Government
 “ is willing to propose rescission to the Syndicate it should
 “ have the means to attain its object. To suppose the
 “ contrary (he continued) would be to admit a power
 “ within the State greater than the State itself, etc., etc.

“ I replied that it was not the power of the Company
 “ that stood in the way of rescission, but the force of the
 “ law before which the Government stood as one of two
 “ legal contracting parties, and was bound to consult and
 “ consider the rights of the other, under penalty of in-
 “ curring serious responsibilities.

“ As Your Ex. sees, this point and everything referring
 “ to Acre have already been fully discussed by His Ex.,
 “ Mr. Magalhaes, and the undersigned, so that nothing
 “ new has occurred, and the whole controversy centres
 “ around what this Government considers the danger in-
 “ volved in the establishment of a powerful foreign Com-
 “ pany. I therefore think it superfluous to go into the
 “ different phases of this long and much repeated discus-
 “ sion. I shall limit myself to saying that at the confer-
 “ ence in question Mr. Magalhaes stated the immediate
 “ and decisive reasons for his attitude; reasons which I
 “ had surmised, and had already stated in my former
 “ notes.

“ In one of his lengthy statements he said to me: ‘ That
 “ the Federal Government had always been friendly
 “ towards Bolivia in all its actions. As regards the Acre
 “ affair, I should remind you that Bolivia received pos-
 “ session of that territory only after exceptional circum-
 “ stances had contributed to its pacification. Although
 “ having right on her side, Bolivia, with her own re-
 “ sources, would not have obtained this result. The Fed-
 “ eral Government’s just proceedings in these matters
 “ have made it very unpopular. The Bolivian Govern-

“ment must therefore take a resolution that will reassure
 “Congress and public opinion, to enable us to discuss
 “calmly the Acre question. If the indecision of the
 “Bolivian Government be taken as a sign that no solu-
 “tion is to be given, it may compel the Federal Govern-
 “ment to recall its Legation from La Paz, and cancel the
 “sections referring to commerce in the last protocols.
 “So Mr. Pinillasue, he concludes by saying, that Brazil is
 “ready to go to any lengths she may be impelled by
 “events.”

“I replied, in the name of my Government, that I ap-
 “preciated his friendly feelings, and those of His Ex.,
 “Mr. Campos Salles, even tho’ the press sought to give
 “them a hidden significance; that Bolivia did not on any ac-
 “count desire to place the Brazilian Government in a diffi-
 “cult situation, and that the course it had adopted was due
 “to the legal obstacles what stand in the way of every Con-
 “stitutional Government. I said that there should be an
 “endeavor on the part of both Bolivia and Brazil to re-
 “assure public opinion by bringing the debate to a peace-
 “ful stage. I reminded him that the Contract was an
 “act of the Legislature, besides being an agreement be-
 “tween two parties, which the Government could not
 “break without taking upon itself political and financial
 “responsibilities. I called to mind the information he
 “gave me at our previous interview, concerning the fail-
 “ure of those who were organizing the enterprise, and
 “from which he deducted that the Company did not
 “exist, and then, recalling his expressions of friendship,
 “I asked him if he considered it fair to press Bolivia vio-
 “lently to rescind a Contract on the verge of expiring of
 “itself, when by so doing she may incur the obligation of
 “payment of heavy indemnities for a right that had vir-
 “tually expired.

“And why (he in turn asked me) does not the Bolivian
 “Government give us some proof of its good will; why
 “does it not express to us in a note that it is willing to
 “procure the rescision and that it will take steps with the
 “Syndicate and in Congress with this aim? Such a note

“ would assist me in quieting public opinion, and permit
 “ us to consider and settle the matter calmly.

“ I promised to acquaint Your Ex. with the new attitude shown.

“ As a circumstance favoring his suggestion, he showed
 “ me two telegrams which he had received from Mr.
 “ Lisboa, one dated the 17th in which he transmitted the
 “ President first answer, and the other, the 19th, in which
 “ he said that His Ex. had asked for two days' time to
 “ give a definite answer.”

About that time, the Government of Manaos, without awaiting any declaration from the Federal Government, had ordered that the rubber brought by the steamers *Tamoyo* and *Brazil* from Acre, should be considered Brazilian, in spite of legal documents which proved from where it came, and that the payment of the exportation duties imposed by the State of Manaos should be exacted on it.

That measure, which was adopted against the will of the Delegates of the Federal Treasury, was the cause of a written protest from me, dated June 18th, the answer to which was pending.

On the 2nd of July I had the honor of another conference with Your Ex., on which occasion I informed you of the substance of the telegraphic reply from the Minister for Foreign Affairs, which Your Ex. quotes in the note I am answering.

Your Ex. expressed a wish that the said information be given in writing, with which I complied that same afternoon in the following terms:

“ PETROPOLIS, JULY 2ND, 1902. *Confidential*. MR. MINISTER: With reference to the suggestion which, following
 “ out the friendly policy of the Federal Government, and
 “ *on promise* of affording ample facilities for the unimpeded
 “ exercise of Bolivian jurisdiction in the territory in question, Your Ex. offered my Government to *procure* the
 “ rescision of the Contract for Fiscal Administration
 “ made in virtue of a legislative vote, with a Syndicate of

“Anglo-American Capitalists, I am instructed by His Ex., the Minister for Foreign Affairs of Bolivia, to tell Your Ex. *that he has not yet been able to take a resolution*, as he has no answer from the Syndicate, but he is *ready to procure* the desired rescision with the consent of Congress, which will open next August.”

From this we gather:

1st.—That the course my government must adopt to arrange with the Company for rescision and have it ratified in Congress, should have as its basis a grant on Brazil's part, of ample facilities for the unimpeded exercise of Bolivian jurisdiction in the territory called Acre.

2nd.—That up to that time no answer had been received from the Syndicate which, as I before state was a condition *sine qua*.

3rd.—That for this reason the Bolivian Government had not been able to take any resolution and

4th.—That continuing in friendly negotiations, my Government was willing to *procure* rescision.

The following day, the 3rd, I received a telegram from Your Ex. calling me to another interview for the next day, the 4th, at 1 o'clock.

At this conference Your Ex. told me that His Ex., Mr. Campos Salles, President of the Republic, did not consider my note of two days before satisfactory, 1st.—because of its *confidential* character, and 2nd.—because it advanced the plea of having no answer from the Syndicate; and that he therefore requested a clear and public declaration, which would put an end to the disturbance in Congress and in the press, and give the government the freedom necessary to settle the question definitely.

I promised to consult my Government respecting this last intimation, and as I insisted on an answer from Your Ex. in regard to the holding up of the rubber brought by the steamers *Tamoyo* and *Brazil*, you suggested to me, in the name of the President, the idea of closing free transit through the affluents of the Amazon, with the ob-

ject, Your Ex. said, of showing the members of the Syndicate that the concession made them was impracticable, and induce by this means not to be exorbitant in their demand for indemnity.

In that sense, Your Ex. read the proposed answer to my note of June 18th, in which you commenced by rectifying the interpretation given by Your Ex. in your Report of 1899, to Art. 11th, of the Constitution, and then went on to say that the Federal Government had resolved to cancel Art. 6th of the Protocol of October 30th, 1899, and that consequently the documents issued by the Custom House of Puerto Alonso would no longer be accepted. He exempted from this order the steamers *Tamoyo* and *Brazil*, and all others that had been sent out before this order was made known; he further stated that this order would remain in force until the Bolivian and Brazilian Governments definitely settled their Commercial relations, and ended by saying that my note of May 15th, referring to the withdrawal of the Treaty of Commerce was answered by this declaration.

While expressing my thanks for the intention of the suggestion I openly declared to Your Ex. my opposition to the idea, stating that such a decree would be the sign for an insurrection in Acre, or at least for fresh hostilities on the Amazon.

Your Ex. repeated that his purpose was to help Bolivia, and that in view of my opposition, the measure would not be taken, for he did not intend to decree it except by *agreement* with the Bolivian Legation.

At the interview on the 15th of that same month—July—I explained to Your Ex. the difficulties that stood in the way of my Government freely making the public declaration that your Government desired, and I said, more or less, that just as the Government of Brazil needed to reassure its Congress and public opinion in the country, so that of Bolivia needed to consult the opinion of its Congress and its people; that I therefore considered that any measure which would conciliate these requisites would put us on the road to arrive at a plausible solution; that this object

could be attained by signing a Protocol under which Bolivia should bind herself to procure the rescision of the Contract and Brazil, to complete the marking of the boundary line, recognize our right to free commercial transit, and order the efficient patrol of her frontier.

This request meant less than Your Ex. yourself had offered, but enough to be acceptable in return for a Protocol.

Your Ex. flatly refused my proposal in the following expressive terms: "all that would be useless, for it is "already stated in documents of this Ministry, and we "are not going to take useless actions here. Let the "Bolivian Government obtain of Congress the rescision "of the Contract, and then we will come to an under- "standing."

Four days later, that is on the 19th of the same month, Your Ex. sent me the following note:

"In a note of the 18th of last month, Mr. Claudio "Pinilla, E. E. and Minister Plenipotentiary of Bolivia, "sent me copy of a telegram from the Consul of his coun- "try at Pará, from which it appears that the Custom "House of the State of Manáos exacts payment of duties "from the steamers *Tamoyo* and *Brazil*, and refuses "them the right of transit, alleging that the territory of "Acre is not Bolivian. These steamers arrived to the "Capital of the State of Amazon bringing rubber from "Bolivia.

"In view of this information Mr. Pinilla requested me "to give orders for free international transit not to be "impeded.

"Complying with his request, I have to-day sent tele- "grams to that effect to the Governors of the States of "Amazon and Pará: but I inform the Minister that from "to-day forth the Federal Government will not allow free "transit on the Amazon of merchandise coming from its "affluents, and I am giving notice of this order to the "said Governors, and to the Minister of Finance. Art. "6th of the Protocol of October 30th, 1899, is therefore "annulled.

“ This declaration which I had delayed in the hope of a
 “ satisfactory solution of the difficulties caused by the
 “ leasing of the Acre territory, is the natural outcome of
 “ the course taken in this matter by the Bolivian Govern-
 “ ment and of the resolution adopted by the Federal Gov-
 “ ernment to withdraw the Treaty of 1896, which was
 “ pending the vote of the National Congress. The tem-
 “ porary state prevailing, which by approval of the
 “ treaty would have become permanent, is at an end from
 “ the time the treaty, with the express consent of Con-
 “ gress, is withdrawn.

“ The closing of free transit is part to this consent.”

Before going any further I must call attention to the fact that Your Ex.'s refusal to state in a protocol the very terms Your Ex. had proposed to my Government, both personally and through your Representative at La Paz, caused the Bolivian Government grave misgivings. The decree closing free transit, which Your Ex. promised not to pass except by agreement with this Legation, destroys the basis of the negotiation pursued. I very clearly stated in my note of July 2nd, from which Your Ex. has transcribed only the last part:

“ With reference to the suggestion which, following
 “ out the friendly policy of the Federal Government, and
 “ *on promise* of affording ample facilities for the unim-
 “ peded exercise of Bolivian jurisdiction in the territory
 “ in question, Your Ex. offered for my Government to *pro-*
 “ *cure* the rescision of the Contract for Fiscal Administra-
 “ tion, made in virtue of a legislative vote, with a Syndi-
 “ cate of Anglo-American Capitalists, I am instructed by
 “ his Ex., the Minister for Foreign Affairs of Bolivia, to
 “ tell Your Ex., etc., etc.”

Brazil having having withdrawn *de facto* the basis of negotiation, which was the promise of all such facilities as should contribute to the unimpeded exercise of Bolivian jurisdiction, I cannot imagine how a person of upright

judgment like Your Ex. can expect Bolivia to fulfil the promise she gave on her side.

Your Ex. cannot ignore that every agreement is a legal act equally binding on both sides, and it is not fair to repudiate the obligations and exact only the advantages.

Nevertheless the Bolivian Government fulfilled its promise and placed before Congress Brazil's request, probably, because at the time of his Ex.'s Message it was not yet known that Your Ex. had refused the protocol I proposed.

The account contained in the note Your Ex. sent me under date of the 15th of last month reaches this far, but as after his Ex., Mr. Pando, presented his Message and previous to the date of the last note, we have taken up the negotiation under another and very important aspect, I shall finish this outline of the foregoing facts, for the sake of what may come of it.

On the 13th of August I had the honor of attending Your Ex. weekly reception and discussing the text of His Ex., General Pando's Message, which the papers published that morning in their sections of telegraphic news.

Speaking again of the impossibility of procuring the rescision without the consent of the second party to the contract, whose representative was to come to La Paz to discuss the matter with my Government, Your Ex. asked me why my Government did not ask for the authorization of Congress to rescind or Modify the Contract?

This suggestion of Your Ex. was a valuable initiative which might bring us to an easy understanding, and perceiving this, I stated that such an authorization was unnecessary, for the executive power in Bolivia had the constitutional right to make all kinds of contracts, afterwards bringing before Congress those requiring the sanction of the legislative body; that consequently the important part was to know what changes would be satisfactory to Brazil.

Your Ex. suggested in general terms that the Contract should be modified in such a manner as to give the Com-

pany a purely industrial character, and at my request you defined your ideas on various points, which I communicated by cable to my Government.

Whether on account of the unavoidable brevity of telegraphic communication, or of some fault in the transmission, my Government could not understand the details of the proposition, and while accepting in principle Your Ex. idea, it replied that it must know exactly what your Government proposed before advancing with the matter.

With this object we had another conference on the 27th of the same month, and Your Ex. then gave me the following basis, drawn up in my presence, and written by your Secretary, Mr. Pecegueiro do Amaral.

1st.—“Abolishment of all clauses referring to military forces, modified concession purely industrial.

2nd.—“The Bolivian Government shall reassume the fiscal administration and shall treat with Brazil to carry on the Custom House of Puerto Alonso, or have Bolivian Agents in the Custom House at Manoaas, for fiscal service, until the boundary line is definitely marked, which will be done as soon as possible.”

Before I left Your Ex. urged upon me the pressing character of the affair, and in view of this, I acquainted my Government by telegram with the basis.

When this news became known it was considered both in Brazil and elsewhere as the beginning of a complete understanding between our Governments, which would enable them to reach a happy solution of this delicate affair.

At our interview of the 10th September Your Ex. stated that all that had been done so far was *confidential*, and was not even the beginning of a negotiation, and after much arguing on one and the other side Your Ex. ended by saying in these exact words: “Very well, you consult the Company first as to the recision or modification of the Contract, and when you have come to an agreement, I will see if it suits me best to accept recision, modification or to leave things *in statu quo*.”

The note I have the honor of answering puts the negotiation all back. It entirely omits the important incidents I have just related and takes the debate back to the state it was in at the beginning of July, at which time Brazil had not suggested modification of the Contract, but continued in her friendly dispositions, which have since completely changed.

In view of this fact, it is to be presumed that Your Ex. has definitely decided to keep matters in an unsettled state, which will only create new misunderstandings and difficulties for my Government; for the Brazilian residents in Acre, in whose interests it is desired to establish a wise and steady administration that will guarantee their rights; for the foreign Commerce carried on in that region; for the shareholders of the Company already completely formed; and even for Your Ex.'s Government, always just in its dealings.

My Government, responding to the desire of living in peace and harmony with this Republic, has reached an understanding with the *Bolivian Syndicate*, which on its part has declared that it is willing to accept reasonable modifications in the Contract, that it may not prove an obstacle to good relations between our two countries, and I have the necessary instructions to discuss with Your Ex. the proposed changes. If therefore Your Ex. would hold to your suggestions of August 27th I should take great pleasure in carrying on that negotiation and should procure to serve with honor and good results the high interests involved.

I again offer Your Ex. on this occasion the assurances of my highest consideration.

(Signed) CLAUDIO PINILLA,
Envoy Extraordinary and Minister
Plenipotentiary of Bolivia.

To His Excellency,

Hon. OLYNTHIO DE MAGALHAES,
Minister for Foreign Affairs,
Rio Janeiro, (Brazil).

LETTER FROM THE BOLIVIAN MINISTER.

PETROPOLIS, 12th November, 1902.

MONSIEUR LE MINISTRE.

I am obliged once more to occupy the attention of Your Excellency in reference to the events which are being developed in the territory known as the Acre.

It is now six months since in fulfilment of my duty I began to report to Your Excellency that a band of freebooters was being organized at Manaos for the purpose of invading the bolivian territory of Acre, and on three later occasions I have pointed out the participation which the Authorities of Amazonas are taking in this affair, proving my assertions with the official documents proclamations, messages and decrees issued by the said functionaries, one of which appears as the chief of the filibustering invasion.

Supported by the same documents which proclaimed the conquest and dismemberment of bolivian territory to form *a new Brazilian State* I have solicited of the righteousness and loyalty of the Federal Government some effective measure to avoid the sanguinary events which are taking place.

Your Excellency has answered me invariably that he is going to ask for information from the Government of Amazonas and to recommend him to take all the measures in his power to avoid the reported hostilities against a friendly nation with which Brazil is at peace.

I regret to have to repeat that these recommendations have been entirely inefficacious, for it is public and notorious in Amazonas as well as in Pará that the Governor of Manaos has thrice sent arms, ammunitions and provisions to the freebooters of Acre.

For the last ninety days they have been besieging Puerto Alonso from the Brazilian territory of Caquetá, where the Collector of Customs (of Brazil) is the chief of the inva-

sion and they continue to take possession in territorial waters of this Republic of all shipping bound for the bolivian Acre, as has been the case with the launch *Mai d'Agua*. The freebooters have set fire to the bolivian settlements (barracas) of Costa Rica, aided, as stated in a report of the English Vice-Consul at Manaos, by troops of the regular army of the State of Amazonas, and undoubtedly the said Governor has not yet furnished the report asked for by Your Excellency, when we are still waiting for some declaration of the well known righteousness of the Federal Government expressing that they do not support this enterprise of conquest nor will they receive as a new Brazilian State territories which belong to the undisputed sovereignty of a friendly nation.

Lately it has been known by solemn declarations published in the Rio press by the amazonian senator D. Constantino Nerty, brother of the Governor of Manaos, that the latter was going to despatch "a strong detachment to *Caquetá* for the purpose of *avoiding bolivian incursions.*" Not much foresight is required to understand that this strong detachment sent by the same authority which despatched with the same pretext the expedition of Gentil Norberto, once arrived at the Headquarters of the freebooters which *de facto* is *Caquetá*, will be placed under the command of the collector Rodrigo Carvalho, chief of the invaders, to co-operate in the assault of Puerto Alonso, since at that distance and in that quarter nothing will prevent this happening, and this new attempt against the sovereignty and integrity of my country will be the derisive reply given by the Governor to the recommendations which he has received. If this were not the purpose it might at least have been said that the object of the expedition was to disarm the freebooting bands, and to ensure respect to the neutrality of the territory; but on the contrary, they are going exclusively to prevent *bolivian incursions into brazilian territory.*

Your Excellency will permit me to add that this unqualifiable abuse which the freebooters are making of the brazilian territory seems to have had the special design

of provoking violence on the part of our Authorities in order to obtain by these means the support of the Federal Government, for while the freebooters lie in wait and inflict hostilities in safety, sheltered by the sanctuary of the territorial inviolability of this Republic, the bolivian forces are obliged to keep rigorous campaign service in order to defend themselves.

I cannot persuade myself that all this does not impress the enlightened and just spirit of Your Excellency's Government and decide them to effective and respectable action rejecting the fellowship in which the freebooters who pretend to conquer the bolivian Acre for Brazil, wish to involve them.

With this certainty I am ordered by my Government to request of Your Excellency:

1st. To deign issue the necessary orders to ensure the neutrality of the brazilian territory and that in consequence the bolivians exiled by the freebooters be set at liberty on entering the territory of this Republic in which they are not prisoners, and

2nd. To provide the necessary guarantees for the passage of the Commission which the *Bolivian Company* is sending to Acre in order to inspect the concessions which have been made to it by my Government, and which is at present at Pará.

I have confidence in the never questioned righteousness and loyalty of the Federal Government and trust that the justified requests of my Government will be deferently attended to.

I have the honour etc.

(Signed) CLAUDIO PINILLA.

To His Excellency

DON OLYNTHO DE MAGALHAES,

Minister for Foreign Affairs,

Rio Janeiro.

MR. SETCHELL'S STATEMENT IN RESPECT TO THE ACRE BOUNDARY.

MEMORANDUMS.

The frontier between Bolivia and Brazil is a geodetic line, the two extremities of which are fixed: the one at Villa Bella, on the R. Madeira, in lat. $10^{\circ} 20' 00''$ S. and long. $62^{\circ} 24' 58''$ W. of Greenwich; and the other end at the source of the R. Javary in lat. $7^{\circ} 6' 55.3''$ S., long. $73^{\circ} 47' 30.6''$ W. of Greenwich. The former position (on the Madeira) has never been questioned, but that of the source of the Javary has given rise to some debate. In 1874 a mixed Peruvian-Brazilian Commission was sent to fix the geographical position of the source of the Javary, which is the meeting point of the frontiers of Bolivia, Brazil and Peru. This Commission put the source in lat. $7^{\circ} 1' 17.5''$ and long. about $74^{\circ} 8'$. In 1895 a Brazilian-Bolivian Commission was sent to demarcate the boundary between the two Republics; and the protocol of instructions stated that, for all the purposes of the demarcation the source of Javary was to be considered to be in lat. $7^{\circ} 1' 17.5''$, and long. $78^{\circ} 8'$, as fixed by the 1874 Commission. On this basis boundary marks were, in 1896, placed on the banks of the Rivers Aquiry (Acre), Hyuacu (Yaco) and Purus.

Some politicians in Brazil then asserted that the true source of the Javary was very much further South; and that, in consequence, Brazil was losing a large slice of territory. Upon this the Brazilian Government sent another Commission (on which Bolivia was not represented) up the Javary. This Commission in 1897 placed the source in lat. $7^{\circ} 14'$, and long. $73^{\circ} 48'$, or thereabouts.

After some correspondence, Bolivia agreed to accept this new determination, and a Custom House was established on the Aquiry, well within the new frontier, known as

the "Cuntra Gomez" line, after the leader of the '97 expedition. Still the Brazilian Government were not satisfied, and insisted on sending a third expedition, Bolivia being this time fully represented. In August, 1901, this Commission fixed the geographical position of the source of the Javary in lat. $7^{\circ} 6' 55.3''$ S. and long. $73^{\circ} 47' 30.6''$ W. of Greenwich, and this has been accepted as final by the Brazilian Government.

The effect of this change of position of one terminal point will be to shift the boundary line on the Aquiry about 1,400 (fourteen hundred) yards further South than the boundary marked in 1896. The Custom House, being within the "Cuntra Gomez" line, is, of course, still further to the Bolivian side of the 1901 line, and the Custom House will not have to be moved.

I am, Sir,

Yours faithfully,

(Signed) C. SETCHELL.

A TRANSLATION OF THE CONCESSION IN RE-
SPECT OF THE ACRE TERRITORY PASSED
BY THE BOLIVIAN CONGRESS.

JOSÉ MANUEL PANDO,
Constitutional President of the Republic.

WHEREAS THE NATIONAL CONGRESS HAS SANCTIONED THE
FOLLOWING LAW,

THE NATIONAL CONGRESS.

DECREES:

ARTICLE I. The agreement celebrated on the 11th of July, 1901, between the Executive powers and the Bolivian Syndicate for the fiscal administration of the territories in the Northwest, is hereby approved with the following explanations and modifications:

An Agreement made the 11th day of July 1901 BETWEEN THE GOVERNMENT OF THE REPUBLIC OF BOLIVIA (hereinafter called "THE GOVERNMENT") by SENOR FELIX AVELINO ARAMAYO Envoy Extraordinary and Minister Plenipotentiary at the Court of St. James' their duly accredited Agent in this behalf of the one part and THE BOLIVIAN SYNDICATE of New York City in the State of New York in North America, (hereinafter called "THE SYNDICATE") by Mr. FREDERICK WALLINGFORD WHITTRIDGE of 59 Wall Street New York City aforesaid their Manager and their duly accredited Agent in this behalf of the other part WHEREAS there exists within the territories of the said Republic of Bolivia a territory known as THE TERRITORY OF THE ACRE (AQUIRI) which is bounded on the N. E. by the United States of Brasil on the W. by the Republic of Peru and on the S. by the river Abuna and a line drawn from the source of such river to the junction of the rivers Inambary and Madre de Dios AND WHEREAS the said territory is at the present time under the

Civil and Military control of the Government and is intersected by several navigable rivers and is in large part covered by forests containing Rubber trees and other valuable trees and products AND WHEREAS the Government is desirous of transferring for a period of years to a company to be duly incorporated in England or in the United States of North America or one of such States or in some other foreign Country the fiscal administration of the aforesaid territory and the collection of all dues duties customs taxes royalties rents of State lands and all other descriptions of Public or State revenue for the time being leviable or chargeable within the limits of such territory and is willing to vest in such a Company such powers for the development and colonization of the said territory and to grant to it such rights privileges and lands as are hereinafter mentioned, reserving in every case the sovereign rights of Bolivia and especially those relating to boundary treaties with the neighboring nations.

AND WHEREAS the Syndicate is a Syndicate of Capitalists which has been formed in the United States of North America for the purpose of constituting and incorporating such a Company as aforesaid NOW THESE PRESENTS WITNESS that it is hereby mutually covenanted and agreed by and between the Government and the Syndicate as follows

1. THE SYNDICATE will use their best endeavours to constitute and incorporate in England or in the United States of North America or one of such States or in some other foreign country a Company having for its object (amongst other things) the assumption of the fiscal administration of the aforesaid Territory in accordance with the laws of the Country and the provisions of these presents and the collection of all dues duties customs taxes royalties rents of State lands and all other descriptions of Public or State revenue for the time being leviable or chargeable within the limits of such Territory (all of which are hereinafter included in the expression,

“the aforesaid revenues”) and the power to exercise and enforce all such rights and privileges as are hereinafter mentioned. Such Company (hereinafter referred to as “the Company”) shall be incorporated with a Capital of not less than £500,000 sterling or its equivalent at the date of incorporation in the currency of the country in which such Company shall be incorporated. If such Company shall not be incorporated within 12 Calendar months from the date of the ratification or confirmation of this Agreement by the Bolivian Congress being notified to the Syndicate or if within the like period or within such extended period as may hereafter be agreed upon between the Government and the Syndicate at least £300,000 (or its equivalent as aforesaid) shall not be subscribed towards the Capital of the Company then these presents and everything herein contained shall be at an end. The Government shall have the right by itself or its nominees of subscribing for any amount not exceeding £100,000 (or its equivalent as aforesaid) in the Capital of the Company provided that such right is exercised within 3 Calendar months after the incorporation of the Company or after the date of such ratification or confirmation as aforesaid (whichever date shall last happen) and the amount (if any) so subscribed for shall be deemed to form part of the aforesaid sum of £300,000 or of its equivalent as aforesaid.

2. THE COMPANY shall from time to time or at any time during the period of 5 years from the date of the ratification or confirmation of this Agreement by the Bolivian Congress have the sole and exclusive right of purchasing the freehold of all or any part or parts of the land comprised in the said Territory with the Rubber and other trees thereon in so far as such lands are not already legally and properly vested in other individuals or companies and the Government will from time to time issue to the Company or to its nominees or nominee on demand grants in due form of the lands which the Company shall so elect to purchase with the Rubber and other trees thereon. The

price or purchase money to be paid to the Government in respect of each purchase shall be at the rate of 10 centavos Bolivianos per hectarea of the land included in each purchase. With regard to the informed holders or occupants, their possessions shall be respected, be they of estrades or territories, but they shall be obliged to legalize their holdings before the National Delegate, in conformity with the laws of the country within the term of a year, which will be completed from the day that the company is established in the indicated territory.

3. UNTIL the end of the Session of the Bolivian Congress next ensuing the date of these presents the Government will not without the previous consent of the Syndicate adjudicate or contract to adjudicate rubber grants make concessions of free lands sell or adjudicate or contract to sell or adjudicate any lands either in Cities or in the Country and whether for building purposes or for the purposes of cultivation or farming or otherwise or permit any denouncements of rubber mineral mining or other rights of any description within the limits of the said Territory to or with any person company or corporation whatsoever.

4. THE COMPANY shall at all times after its incorporation have free and undisturbed right of navigation of all rivers and other navigable waters within the aforesaid Territory but shall not impede the traffic on such rivers or waters of such vessels as now exist whether belonging to citizens or foreigners and the Company shall have the exclusive right to grant concessions for the navigation of the said rivers and other navigable waters but shall respect the terms of the international treaties of commerce and navigation.

5. IN THE EVENT of the Company engaging within the limits of the aforesaid Territory either directly or by means of subsidiary Companies formed by it in the exploitation of the Rubber industry or in the development of

mines or other industries it shall pay or collect the same rents royalties imposts charges fees and taxes in respect thereof (except as provided by clause 6 hereof) as are payable by private parties under the existing law and the same shall be brought into the accounts between the Government and the Company and shall be deemed part of the aforesaid revenue and shall be divisible between the Government and the Company as part thereof in the proportions mentioned in clause 9 hereof.

The Government hereby grants to said company when incorporated, all mineral rights within the territory that forms the object of this agreement, and declares that all mineral laws which are at present in force in the Republic of Bolivia are suspended while the terms of this agreement are in force within the territory protected by the same, with exception of that which has above been agreed upon, namely, that the company shall be obliged at all times to pay to the Government the rents and perquisites on any possession that it positively undertakes to develop in the manner prescribed by the existing mineral laws of the Republic.

6. THE ANNUAL net profits of the Company shall during the term of 60 years hereafter be free from all present and future taxes imposts charges income tax and fees of every kind whatsoever and also from all forced loans exactions or requisitions of War and in consideration thereof the Government shall from and after the expiration of 3 years from the incorporation of the Company be entitled to 10% of the annual net profits of the Company but for the purposes of this clause no part of the 40% referred to in clause 9 hereof of the aforesaid revenues (inclusive as mentioned in such clause) shall be deemed or treated as part of the profits of the Company.

7. THE COMPANY shall have power within and throughout the aforesaid Territory to erect construct maintain use work and lease wharves docks landing-places moles railroads tramroads telegraph electric works tele-

phones waterworks gasworks and all other works improvements and structures of every kind whatsoever which the Company may determine to be useful or advantageous in connection with or for the purposes of the development of the aforesaid Territory or the execution and carrying out of any of the powers or duties by these presents conferred or imposed upon the Company and to charge dues fares rents or other payments for the use of the same and that either directly or through or by any other companies associations or co-partnerships in which the Company may for the time being be interested or which it may constitute for those purposes or any of them. The Government by itself or through a Delegate will concur in fixing the rates of freight and passages.

8. THE GOVERNMENT shall concede to and vest in the Company for the period of 30 years computed from the expiration of 12 Calendar months after the ratification or confirmation of this Agreement by the Bolivian Congress the sole absolute exclusive and uncontrolled right power and authority to collect and enforce payment of the aforesaid revenues and the rents royalties imposts charges fees and taxes to be collected by it pursuant to clause 5 hereof and the Government will make all such decrees and orders and confer on the Company all such powers as may from time to time be necessary or proper for such purposes or for the purpose of enabling the Company to enforce such collection and will also vest in the Company for the term of such concession all the fiscal properties (propiedades fiscales) actually existing and intended for the purpose indicated.

9. THE COMPANY shall during the term of the concession referred to in the last preceding clause collect and account to the Government for all the aforesaid revenues (including the rents royalties imposts charges fees and taxes referred to in clause 5 hereof) and the gross amount so collected or accountable for shall belong as to 60% thereof to the Government and as to

the remaining 40% hereof to the Company. The accounts of the Company for the collection of duties under clauses 8 and 9 hereof and the ordinary revenue account of the Company on which 10% is to be paid to the Government under clause 6 shall be kept separately.

10. THE DUTIES of the company, in virtue of the last mentioned concession, shall be those of a fiscal trustee in charge of collecting all national rents with sufficient and ample power for so doing and subject to the laws of the Republic and the prescriptions of this agreement.

11. THE CONCESSION referred to in clause 8 hereof shall, during the continuance thereof be subject to the regulations and provisions set out in the schedule hereto.

12. THE COMPANY shall if required by the Government so to do give its best assistance towards placing any Bonds that may from time to time be issued by the Government on the security of its share (as provided by clause 9 hereof) of the aforesaid revenue (inclusive as aforesaid) either for the purpose of defraying the cost of such buildings and permanent works as the Government may from time to time arrange with the Company to construct on its account or for the general purposes of the Government.

13. IF ANY DISPUTE or difference shall arise between the Government and the Company touching these presents or the construction, or due effect thereof or any matter or thing herein contained or as to the rights, duties, powers or obligations of either party hereto under any of the provisions hereof, the matter in dispute or difference shall be referred to two Arbitrators (one to be chosen by the Government and one by the Company) and by a third party to be nominated by such Arbitrators before entering on the matter referred and the decision of a majority of such Arbitrators and third party shall be conclusive and binding on both the parties to these presents and such Arbi-

tration shall be governed by the usual rules of procedure which obtain in such matters and the Government and the Company hereby mutually agree to abide by and perform the Award made in any such Arbitration. It is understood and agreed upon that the arbitrators for either party and also the third person may be citizens of any country, and it is not absolutely necessary that they should be citizens of the Republic of Bolivia.

14. THE PRESENT AGREEMENT having been accepted by the vote of Congress the Syndicate will, within one calendar month after being notified of such ratification or confirmation deposit with the Bolivian Minister for the time being at the Court of St. James' and on behalf of the Government the sum of £5,000 sterling, which sum shall be absolutely forfeited to the Government in the event of the Syndicate failing to constitute and incorporate the Company as aforesaid and to obtain subscriptions towards its capital to the amount and within the time specified in clause 1 hereof, but in the event of the Syndicate constituting and incorporating the Company as aforesaid and obtaining subscriptions towards its capital to the amount and within the time so specified then such sum of £5,000 sterling shall forthwith thereafter be repaid by the Government to the Syndicate.

15. The company organized by the Syndicate is not allowed to transfer the present concession to any State or foreign Government. It will be allowed to do so to another company or syndicate with previous authority of the National Congress of Bolivia. In witness whereof Felix Avelino Aramayo and Frederick Wallingford Whitridge sign these presents on the day and year above mentioned.

The Schedule above Referred to.

(a.) The Government and the Company shall each appoint and at all times have a representative or delegate

residing in the aforesaid territory through whom any communications between the Government and the Company in respect of any matters arising out of these presents may be made, the representative or delegate to be appointed by the Government being hereinafter referred to as "The National Delegate."

(b.) The adjudication of rubber grants (estrados) concessions of free lands, the sale and adjudication of State lands in cities for building purposes or in the country for the purposes of cultivation and farming, and all contracts for the adjudication of lands and rubber grants, and all other concessions made by the Company shall be made in the name of the Government when made in respect of State lands, and shall be in accordance with the terms of the existing laws. All stamp duties payable in respect thereof shall be applied as prescribed by law, and the adjudication of lands belonging to the State for mining purposes shall be made by the Company in accordance with the existing mining law, and the Company shall not grant commercial monopolies. After the five years to which clause 2 of the above contract refers, the grants to which this clause *b* refers, shall be made by the National Delegate, on indication of the company, and shall be subject to the terms of the existing laws.

(c.) The Company shall, at its own expense, from time to time erect and maintain all buildings necessary for the proper control and collection of the aforesaid revenues, and provide and maintain under the supervision of the Delegate, a sufficient force of police for the protection of the inhabitants of the aforesaid territory and for insuring in such territory the due observance of and obedience to the laws of the said Republic. The Company shall also from time to time erect and maintain on account and at the cost of the Government all necessary and proper buildings for the accommodation of the National Delegate the courts of justice, notarial offices, schools, hospitals, barracks and other public buildings from time to time re-

quired by the Government, the same to be erected to the reasonable approval of the National Delegate.

(*d.*) All the expenses of the control and collection of the aforesaid revenues (inclusive as aforesaid) and of the fiscal administration by the Company of the aforesaid Territory including the salaries of all employés engaged therein and the expense of maintaining the said Police force shall be borne and paid by the Company.

(*e.*) The Company shall respect all existing contracts between the Government and the present lawful holders of land within the limits of the aforesaid Territory and shall require such holders to have their titles duly registered in accordance with the state laws, and clause 2 of this contract.

(*f.*) The company shall within one year of its entering on the administration of the aforesaid Territory make investigations as to the best means of bringing the districts adjoining the rivers Abuna, Orton, and Madre de Dios into connection with the river Acre by railway or canal and shall present to the Government details of the scheme which may seem to the Company the most suitable for this purpose.

(*g.*) The Company shall in each year retain (as a first charge thereon) and pay (as far as the same will allow) out of the 10% & 60% respectively referred to in clauses 6 and 9 of the above written Agreement the salaries of the National Delegate and of the Judges and other officials within the limits of the aforesaid Territory who may be appointed by the Government and also the expenses of the Commission engaged in the settlement of the Boundary question with the United States of Brazil until such time as their mission is completed and the cost of erecting and maintaining all buildings to be erected or maintained by the Company on account and at the cost of the Government as aforesaid and if at any time the ne-

cessity shall in the judgment of the Government arise for the equipment and maintenance by the Company of an armed force or war vessels for the defense of the rivers or the preservation of internal order or otherwise in addition to the Police force above referred to the expenses in connection therewith shall also be retained and paid by the Company out of such 10% and 60% respectively and any excess of expenditure by the Company for the above purposes over and above such 10% and 60% respectively shall be repaid by the Government to the Company on demand and from and after the expiration of each year shall bear interest at the rate of 5% per annum until repayment.

(h.) The Company shall at all times keep proper accounts of all moneys collected by it as above provided and shall at the end of each fiscal year prepare and render to the Government a proper account of all the moneys so collected by the Company in such year and such accounts shall at all times be open to inspection by the National Delegate.

(i.) All imports and exports from or to other provinces of the territories of the said Republic of Bolivia shall be allowed to pass free "in transit" through the aforesaid Territory, but the Company shall if required by the Government so to do collect the customs duties payable in respect thereof, and shall account to the Government for the amount so collected after deducting thereout and retaining for its own use 5 per cent. of the amount collected to cover the expense of collection.

(j.) On the expiry of the term of the above mentioned concession and failing a renewal thereof on the same conditions, or on such other conditions as may be mutually agreed upon between the Government and the Company, the Government shall resume the administration of the aforesaid Territory and the collection of the said revenues, and thereupon the Company shall hand over to the Government, without payment, all buildings and movable property which may then be in use by the Company for and may be required for the purposes of the control and

collection of the aforesaid revenues, but this provision shall not apply to buildings or property erected or used by the Company for the general purposes of its business, which last mentioned buildings and property shall remain the property of the Company, and the Government shall respect and be bound by all contracts, engagements, grants, concessions and adjudications entered into or made by the Company in accordance with the law in connection with the government and administration by it of the aforesaid Territory, and shall keep the Company indemnified in respect thereof.

Article 2. With respect to clause 3, which has been approved by the Honorable Congress, the President is authorised to cancel the same at the time when the definitive agreement is signed.

Impart to the Executive Power for the constitutional objects.

Hall of Session of the Hon. Nat. Congress, La Paz, December 20th, 1901. (Signed.) Lucio P. Velasco, Luis Sainz; Ismael Vasquez, Secretary of the Senate; Nicholas Burgoa, Secretary of the House of Representatives; Espectador Comacho, Secretary of the House of Representatives.

Therefore I publish it, that it may be considered and kept as law of the Republic.

Government residence, La Paz, 21st December, 1901.

(Signed) JOSÉ MANUEL PANDO. ISMAEL MONTES.

(Is correct copy.)

(Signed) ROSENDO VILLALOBOS,

1st Secretary of the Ministry of Colonization.

(A rubric.)

The subscribing notaries certify: That the signature and rubric preceding belong to Mr. Rosendo Villalobos, First Secretary of the Ministry of Colonization, in actual exercise of his duties. La Paz, Jan. 9th, 1902.

(Signed) HONORIO ARCE Y S.,

[SEAL.] *Not. of the 1st class.*

(Signed) CESAR LINARES, Y.,

[SEAL.] *Not. of the 1st class.*

Fermin Prudencio, Prefect and Commander-General of the Department, certifies: That the signatures and rubrics of the notaries, Honorio Arce y S. and Cesar Linares Y. are genuine, and that they are in actual exercise of their duties.

La Paz, January 9th, 1902.

(Signed) FERMIN PRUDENCIO.

[SEAL.]

(A rubric.)

Seal of the Department of Foreign Relations.

LA PAZ, January 9th, 1902.

The signature and rubric of Mr. Fermin Prudencio, Prefect and Commander-General of the Department, is hereby legalized.

FED. DIAS DE MEDINA.

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